



Facility Use Contract

Conference Services

2000 Tower Street
Everett, Washington 98201
Phone # 425-388-9315

conferenceservices@everettcc.edu
www.everettcc.edu/confserv

Date

Reference No.

5/8/2014

25459

This Agreement is for the use of the facility listed below on the days and times shown. Entered into on 5/8/2014 between Everett Community College, hereinafter referred to as the COLLEGE and:

Licensee Name / Address:

City of Everett
Carol Thomas
2930 Wetmore Ave.
Everett, WA 98201

Contact: Carol Thomas
cthomas@everettwa.gov

Phone: 425-257-7101

hereinafter referred to as the LICENSEE. WITNESSETH: that the COLLEGE has agreed to allow the use of COLLEGE facilities by LICENSEE under the terms and conditions set forth in this Agreement. The parties agree to abide by all terms and conditions of this Agreement with respect to the following use:

Name of Activity/Event

Sorticulture and 4th of July

Rental Date(s)

Various

Expected Attendance 400+

Time of Rental

Various

Description	Quantity	Amount
Parking Lot K - Sorticulture Friday, June 6, 2014 - 8:30AM-9:30PM Saturday, June 7, 2014 - 8:30AM-7:30PM Sunday, June 8, 2014 - 8:30AM-5:30PM	3	0.00
Parking Lot K - Fourth of July July 4, 2014 6:00AM - 11:00PM	1	0.00

In agreement between EvCC and the City of Everett: There will be no facility use fee charged to the City of Everett for use of parking lot K. In return, EvCC will receive recognition as a Corporate Sponsor for the Sorticulture 2014, and 4th of July, 2014, events hosted by the City of Everett.

TERMS: Payment is DUE TWO WEEKS IN ADVANCE OF FIRST RENTAL DATE unless otherwise arranged with the COLLEGE, SIGNED CONTRACT due by 5/22/2014

Total \$0.00

The undersigned agree that they have read and have in their possession the four page COLLEGE FACILITY USE AGREEMENT along with this Agreement. IN WITNESS WHEREOF the COLLEGE has caused this Agreement to be signed. The LICENSEE shall provide a Certificate of Insurance that includes the College as an additional insured on the agency's insurance policy for the event. Please Note: Any and all accrued charges in relation to this event after date of quote or signing of contract will be billed in full agreeance to the College Facility Use Agreement.

Payable to EVERETT COMMUNITY COLLEGE:

ATTN: CASHIERS M/S 12

2000 Tower St.

Everett, WA 98201

Date: 5/8/2014

Patricia Simon
Vice President of College Services

ATTEST

**** Payments may also be made over the phone with VISA or MASTERCARD by calling the EvCC Cashiers Office at 425-388-9224. ****

Ray Stephenson 5-20-2014
Licensee Date
Mayor, City of Everett
Title or Capacity of Signatory for Licensee

Any questions or concerns about this contract can be directed to Hayley Edwards, Event Coordinator with EvCC Conference Services (425) 388-9315.

City Clerk

APPROVED AS TO FORM

COLLEGE FACILITY USE AGREEMENT

EVERETT COMMUNITY COLLEGE

2000 Tower Street

Everett, WA 98201

Contact: Sandy Stering or Haylee Edwards @ 425.388.9315

Section A General Policy Covering the Use of the Facilities

1. The parties to this agreement are the Washington State Community College District 5, acting under specific authority granted to its Board of Trustees by the laws of State of Washington, to contract for the use of the facility at Everett Community College, hereinafter referred to as the COLLEGE and the organization contracting to use the College facilities, hereinafter referred to as the LICENSEE.
2. Before a college facility may be used, this College Facility Use Agreement must be completed and signed by the COLLEGE President's Office or their designee. Forms may be obtained from the COLLEGE Conference Services, Student Activity Office and/or Security. All information received on Agreements not completed at least fourteen (14) school days prior to the date of intended use may be denied. A single Use Agreement should be made for a series of similar meetings. A separate agreement must be made for each meeting which varies from the series.
3. The building and grounds of the COLLEGE are primarily for educational purposes. No other use shall be permitted to interfere with the primary purpose for which these facilities are intended. Facilities shall not be made available for any use which might result in any undue damage or wear. The COLLEGE reserves the right to reject any application for use of COLLEGE facilities.
4. Every possible opportunity will be provided for the use of COLLEGE facilities by citizens of the District Community College service area, provided that the purpose of the meeting is in harmony with public interest and welfare, subject to the laws of the State of Washington and rules and regulations prescribed by the District 5 Board of Trustees for the operation of the COLLEGE.
5. It is the present policy of the COLLEGE to permit organizations considered closely affiliated with college-related educational purposes to use facilities of the college at the lowest possible charge.
6. COLLEGE facilities may be used by other public or private educational institutions only insofar as they meet a community educational need not being fulfilled by the Community College District.
7. The COLLEGE does not wish to compete with private enterprise. Therefore, the use of buildings for commercial-type entertainment, banquets, luncheons, and money raising events is discouraged.
8. The COLLEGE reserves the right to prohibit the use of college facilities by groups, or activities, which are secret, which are of a private nature, or which restrict membership or attendance, in a manner inconsistent with the public and non-discriminatory organizations as defined and listed by the Attorney General of the United States shall not be eligible to use COLLEGE facilities.
9. Use Agreements shall not be entered into for any use which, in the judgment of the COLLEGE may be in any way prejudicial to the best interest of the COLLEGE or the educational program, or for which satisfactory sponsorship or adequate adult supervision is not provided. Proper police and fire protection shall be provided by the organization when required by the COLLEGE.

Section B Licensee's Responsibility

1. Those wishing to use COLLEGE facilities must complete the Use Agreement form and submit it to the COLLEGE President's Office or their Designee. The LICENSEE shall accept responsibility for any damage done to the COLLEGE's property. Completion of the College Facility Use Agreement shall constitute acceptance by the LICENSEE of the responsibilities stated herein and willingness to comply with all rules and regulations regarding the use of College facilities as prescribed by the COLLEGE. If the use of the facility is not as represented on the Agreement form, an additional charge may be made. In the event of property damage, the LICENSEE shall accept and pay the COLLEGE's estimate of the amount of damage. The COLLEGE may require posting of a bond.
2. Adult leaders of using organizations shall remain with their groups during all activities, and be responsible for the conduct of their group.
3. All organizations and groups eligible for waiver of use fee will be required to clean and put in order any facility utilized prior to leaving the facility. Custodial services will be provided by the COLLEGE. The COLLEGE reserves the right to charge custodial fees to the LICENSEE, if additional clean up or maintenance is required.
4. In the event of cancellation, LICENSEE may be required to reimburse the COLLEGE for preparation expenses.

Section C Attendants Needed

1. The COLLEGE reserves the right to require that COLLEGE staff member(s) be present at any meeting or event held in COLLEGE facilities.
2. A custodian or other authorized member of the COLLEGE staff shall be available on campus at all times when COLLEGE facilities are in use by any group. He/she should be contacted to correct problems in the operation of any facility in use. He/she will be alert to discover any damage or misuse of the premises and will report same immediately to the LICENSEE and COLLEGE. If custodial services beyond that normally scheduled is required as a result of any meeting, such time shall be paid by the LICENSEE at the currently established rate, which may include overtime.
3. When the use of special facilities or equipment makes it necessary that supervision or technical assistance be provided, a college-employed supervisor or technician shall be assigned as required by the COLLEGE. Such services shall be paid for by the LICENSEE at the currently established rate, which may include overtime.
4. The COLLEGE reserves the right to require a campus security officer to be present at a scheduled event.
5. The COLLEGE reserves the right to charge for costs incurred for providing these services.

Section D Restrictions

1. No decorations or the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or injure these surfaces. The LICENSEE is required to arrange for the disposal of decorations, materials, equipment, furnishings, or rubbish left after the use of COLLEGE facilities; otherwise they will be billed for any expense involved.
2. Profane or other improper language, or the use of intoxicating beverages, drugs, or other controlled substances, or any other conduct which is objectionable in the judgment of the COLLEGE shall not be allowed. Smoking shall be limited to those areas which are specified by the COLLEGE.

3. Games of chance and lotteries shall not be permitted except as prescribed by law and with prior approval of the COLLEGE.
4. Standard approved gym shoes shall be required for all indoor activity type games such as basketball, volleyball, badminton, etc.
5. Keys to buildings or facilities shall not be issued or loaned on any occasion to the LICENSEE. Doors will be opened and locked by custodian, or other authorized COLLEGE personnel.
6. COLLEGE-owned equipment shall not be removed from buildings. Organizations wishing to use special equipment such as projectors may do so, if used on the campus, provided the COLLEGE is satisfied that a competent operator is in charge. Charges for equipment rental and operation may be required.
7. All shifting of furniture and equipment shall be done under supervision of COLLEGE custodian, or other authorized COLLEGE personnel.
8. Use of the facilities or premises shall be in full compliance with federal and state law, as well as county and city rules or ordinances; any use to the contrary shall be grounds for immediate cancellation of this Agreement.

Section E Non-Assignment and Cancellation

1. This Use Agreement shall be non-assignable. Only the LICENSEE as named in the Use Agreement shall use the facilities.
2. The COLLEGE reserves the right to cancel this Agreement at any time and to refund any payment made to the COLLEGE for the use of the College facilities and equipment when it deems such action advisable and in the best interests of the College.
3. Events scheduled more than one academic quarter (3 months) in advance, may be canceled by the COLLEGE for scheduling of priority college events.

Section F Release of Claims/Holds Harmless

1. In consideration of the permission granted to LICENSEE and the minimal fee charged by the COLLEGE for the use of its facilities, LICENSEE hereby and forever releases the COLLEGE and its agents, employees or officers, from all debts, claims, demands, damages, actions and causes of action whatsoever, which LICENSEE may now have or may hereafter have, as a result of the uses of Said facility.
2. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

Section G Use Fees

1. The Use Fee depends on the purpose of the activity and the nature of the group using the facility.
2. Specialized areas such as laboratories, shops, or other specialized facilities require special arrangements. The rates and conditions will be based upon careful analysis by the COLLEGE of the needs, experience, and capabilities of the LICENSEE.
3. Fee waived means that no charge will be made for use of the facilities, **but additional charges may be made for specific services, equipment and/or as the college's rental fee schedule dictates.**
4. **Additional charges may be added to any of the Use Fee's to include supervision and/or security staff, above normal or overtime custodial help when required, above normal set up**

costs, hauling or handling equipment, use of projectors or other equipment, audio visual equipment, equipment operators, repair or damage, or other costs as determined by the COLLEGE.

5. All charges shall be paid to the COLLEGE Cashier's Office. All basic and service charges shall be paid in advance. Additional charges for damages shall be billed directly to the LICENSEE. COLLEGE employees are paid directly by the COLLEGE, not the LICENSEE.

Section H Distribution of Literature Procedures

1. Printed matter shall not be placed on any vehicle parked on the campus.
2. Posters and advertising bulletins must be approved before they may be posted on campus, and they shall be posted only on informational display boards/areas designated for this purpose.
3. Printed matter originating with an off-campus individual(s) or organization must be registered with the director of student activities before distribution will be permitted.